

STATE OF LOUISIANA

DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS ***YOUTH SERVICES***



REQUEST FOR PROPOSALS

FOR

RFP No.: 403 PURRES1

TITLE: RESIDENTIAL

MONROE REGION

PROPOSAL DUE DATE AND TIME: (FEBRUARY 20, 2015 BY 2:00 P.M. C.S.T.)

JANUARY 2015

TABLE OF CONTENTS

1. GENERAL INFORMATION	4
1.1 Purpose	4
1.2 Background	4
1.3 Scope of Services	5
2. ADMINISTRATIVE INFORMATION	5
2.1 Term of Contract	5
2.2 Pre-Proposal Conference	5
2.3 Proposer Inquires	5
2.4 Definitions	6
2.5 Schedule of Events	8
3. PROPOSAL INFORMATION	8
3.1 Minimum Qualification of Proposer	8
3.2 Determination of Responsibility	9
3.2.1 Right to Prohibit Award	9
3.3 RFP Addenda	9
3.4 Waiver of Administrative Informalities	9
3.5 Proposal Rejection/RFP Cancellation	9
3.6 Withdrawal of Proposal	10
3.7 Subcontracting Information	10
3.8 Ownership of Proposal	10
3.9 Propriety Information	10
3.10 Cost of Preparing Proposals	10
3.11 Errors and Omission in Proposals	10
3.12 Contract Award and Execution	10
3.13 Code of Ethics	10
4. RESPONSE INSTRUCTIONS	11
4.1 Proposal Submission	11
4.2 Proposal Format	11
4.3 Cover Letter	11
4.4 Technical and Cost Proposal	12
4.5 Certification Statement	12
5. PROPOSAL INFORMATION	12
5.1 Executive Summary	12
5.2 Corporate Background and Experience	13
5.2.1 Veteran/Hudson Small Entrepreneurship Program Participation	13
5.3 Proposed Project Staff	14
5.4 Location/Site	15
5.5 Approach and Methodology	15
5.6 Technique Requirements	15
5.7 Cost Information	17
6. EVALUATION AND SELECTION	17
6.1 Evaluation Team	17

6.2	Administration and Mandatory Screening.....	18
6.3	Clarification of Proposal.....	18
6.4	Oral Presentations/Discussions.....	18
6.5	Evaluation and Review.....	18
6.5.1	Hudson/Veteran Initiative Evaluation Points.....	19
6.5.2	Cost Evaluation.....	20
6.6	Announcement of Contractor.....	20
7.	CONTRACTOR REQUIREMENTS	20
7.1	Corporation Requirements.....	20
7.2	Billing and Payment.....	21
7.3	Confidentiality.....	22
7.4	Access to Facility	23
7.5	License, Certificates, Inspections	23
7.6	Staff Vacancies	23
7.7	Insurance Requirements.....	23
7.8	Additional Program Requirements.....	24
ATTACHMENT I	Scope of Services.....	25
ATTACHMENT II	Certification Statement	31
ATTACHMENT III	Sample Services Contract	32
ATTACHMENT IV	Sample Board Resolution for Corporations	45
ATTACHMENT V	Sample Disclosure of Ownership	46
ATTACHMENT VI	Cost Proposal	47
ATTACHMENT VII	Program Budget	48
ATTACHMENT VIII	Proposal Checklist	50

LIST OF TABLES

TABLE 1	Definitions.....	6
TABLE 2	Schedule of Events.....	8
TABLE 3	Sample Evaluation Scoring.....	17

1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the State of Louisiana, Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (referred to hereinafter as YS or the State) for the purpose of inviting proposals from qualified individuals and firms to provide residential services for youth who are under the supervision of Youth Services (YS). Education services shall be provided by the local school district within the attendance zone of the residential facility. Exceptions must have prior approval by the Office of Juvenile Justice.

A Residential treatment program is a community-based structured behavioral treatment program which serves youth who have been adjudicated delinquent or in need of services. Contractor shall provide community-based services for the following regions: **Monroe** (Caldwell, Lincoln, Morehouse, Ouachita and Union Parishes).

1.2 Background

Mission

Youth Services protects the public by providing safe and effective individualized services to youth, who will become productive, law-abiding citizens.

Vision

YS is a quality system of care, which embraces partnerships with families, communities and stakeholders to assist youth in redirecting their lives toward responsible citizenship.

We Believe

- All youth are unique, valuable individuals who are worthy of respect and kindness.
- All youth are capable of learning and making healthy decisions.
- All youth should have a safe environment in which to live, grow and learn.

We Value

- The commitment, expertise and professionalism of our staff.
- The continued safety and care of the youth and the public of Louisiana.
- The families, the community, and other partnerships that instill productive and positive changes in our youth.

As a responsible steward of public funds, the Louisiana Office of Juvenile Justice is committed to funding evidence-based effective correctional treatment program models. The State of Louisiana has invested in ongoing training regarding what is commonly known as the “What Works” model. An emerging body of evidence (primarily through meta-analyses) demonstrates the efficacy of correctional treatment as a means to prompt offender change and reduce recidivism. (see Gendreau and Andrews 1994; Van Voorhis, Cullen, & Applegate 1995; Latessa and Holsinger 1998) These studies stress the following key principles of effective intervention with correctional clients.

- Residential services, behavioral in nature, focus on offenders who have presented higher community risk, as determined by the SAVRY or other evidence-based standardized assessment.
- Consistent behavioral interventions and strategies conducted by qualified staff.

- Target criminogenic needs: crime producing behaviors.
- Attention to responsivity issues of correctional client.

Supervision, accountability, competency development and the valid assessment of treatment progress must coalesce for community safety to be realized. Successful return to the community requires close coordination throughout the stages of treatment, among the treatment teams, and the family to the fullest extent possible in order to develop and implement a reintegration plan for the youth's return to the community. In turn, the reintegration plan should recognize and support the progress, strengths and changes made by the youth.

1.3 Scope of Services

SPECIFIC GOALS, OBJECTIVES AND DELIVERABLES

Primary objectives of the program are:

- to provide for the safety and well-being of the youth, program staff and community.
- to provide services aimed at promoting social and emotional adjustment, enhancing life skills and independent living skills; and eliminating destructive behavioral patterns.
- to provide services, when appropriate, to the youth's family or guardian in order to facilitate the successful reintegration of the youth into the community.
- to facilitate appropriate aftercare planning and services directed at reintegration.

Attachment I details the scope of services and deliverables or desired results that the State requires of the selected Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **April 1, 2015** and continue through **March 31, 2018**. The State has the right to contract for up to three years upon approval.

2.2 Pre-proposal Conference

Not applicable to this announcement.

2.3 Proposer Inquiries

Written questions regarding RFP requirement or Scope of Services must be submitted to the RFP Coordinator listed below.

Name: Marvel Adams, RFP Coordinator

Mailing/Physical Address: 7919 Independence Blvd.
State Police Building 1st Floor
Baton Rouge, LA 70806

Phone: 225-287-7900

Fax: 225-287-7992

E-mail: Marvel.Adams@la.gov

The RFP is available on the YS website at: www.ojj.la.gov in either PDF format or MS Word format, and is available on LaPAC.

YS will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by January 27, 2015, no later than 2:00 p.m. CST as specified in the Schedule of Events. YS reserves the right to modify the RFP should a change be identified that is in the best interest of YS.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at (225)-925-7458 or email at marvel.adams@la.gov by 2:00 p.m. CST on **January 27, 2015**. All questions directed to the RFP Coordinator will be deemed to be require an official response.

Official responses to all questions submitted by potential proposers will be posted on or before **January 30, 2015** at <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp> and www.ojj.la.gov.

Only Marvel Adams has the authority to officially respond to proposer's questions on behalf of the YS. Any communications from any other individuals are not binding to YS.

2.4 Definitions

Definitions

Agency	Youth Services
Contractor	A firm or individual awarded a contract.
Criminogenic Risk Factors	Risk factors correlated with criminal conduct. For example, antisocial/pro-criminal attitudes, values and beliefs, pro-criminal peers and isolation from pro-social others, temperamental and antisocial personality patterns, history of antisocial behavior, family factors, low educational or financial achievement, low levels in pro-social leisure activities, abuse of alcohol or drugs
Evidence Based Practice	Best Practice that has been tested against a control group in an academic setting to determine scientifically the practice's ability to produce positive outcomes.
Individual Treatment/Intervention Plan (ITP/IIP)	An individualized plan for each youth describing the intervention used to address specific need area.
Monitor/Program Specialist	An agency employee assigned to review program effectiveness, compliance with contract provision and accepted standards and public policy or state law; assists in staff development and provides technical assistance to support quality and compliance, as needed.
Multidisciplinary Team(MDT)	A group of individuals from diverse disciplines who provide comprehensive assessment and consultation and assist in identifying the goals of the Individual Treatment/Intervention Plan. The MDT should

	include facility, community providers, mental health professionals, educators, Agency staff, youth and family members.
Outcomes	The desired impact and effectiveness of the services on the client must be measurable and observable.
Program Slots	Contract designation for the approved number of youth who can be assigned to a program at any one time.
Proposal	A response to an RFP.
Proposer	A firm or individual who responds to an RFP.
Provider	An individual or organization providing services to Youth Services, through a duly executed contractual agreement. The terms “Contractor,” “facility” and “program” are also used to mean “provider”.
Region	An organizational subdivision of Youth Services with a defined geographical location.
Responsivity Factors	The learning style and characteristics of youth which can affect their engagement in treatment.
RFP	A request for proposals.
Shall, Must or Will	Denotes mandatory language, a requirement that must be met without alteration.
Should, Can or May	Denotes desirable, non-mandatory language.
Standard Operating Procedures (SOP)	Youth Services has posted its Standard Operating Procedure for All <i>Contract Providers</i> as www.ojj.la.gov/ Additional definitions can be found in the SOP documents.
State	Agencies, departments, offices boards, commissions and other governmental entities within or reporting to the Executives, Legislative and Judicial branches of Louisiana government including, but not limited to Youth Services, the Legislative Auditor, Division of Administration/Office of Contractual Review.

Structured Assessment of Violence Risk in Youth (SAVRY)	An evidence-based assessment designed to assist professionals in making judgments about a youth's needs for case planning. This assessment comprises 24 risk/need items which were identified in existing research on adolescent development, delinquency and aggression in youth. Six protective factors are included in the SAVRY which have also been identified by current research as potentially mitigating the risk of future violence and delinquent activity. The SAVRY utilizes a structured, professional judgment method of assessment, meaning the YS Employee completing the assessment rates the youth on a number of evidence-based risk factors and then weighs all the information to come to a final judgment that the youth is Low, Moderate or High risk for future violence and/or general reoffending.
Youth	A young person adjudicated delinquent or Families in Need of Services (FINS) and placed in custody or under the supervision of Youth Services.
YS	Youth Services

2.5 *Schedule of Events*

Table 1 Schedule of Events

Event	Completion Date
Advertise RFP and mail public announcements	January 17, 2015
Deadline for receipt of written inquiries	January 27, 2015 @ 2:00 p.m. CST
Issue responses to written inquiries	January 30, 2015
Deadline for receipt of proposals	February 20, 2015 @ 2:00 PM CST
Announce award of contractor selection	March 9, 2015
Contract Execution	April 1, 2015

Note: **YS reserves the right to change this schedule of RFP events, as it deems necessary.**

3. **PROPOSAL INFORMATION**

3.1 *Minimum Qualifications of Proposer*

Proposers must meet the following minimum qualifications:

The proposer must provide evidence that it has adequate financial resources to operate for ninety (90) calendar days as demonstrated by an audited financial statement prepared by a Certified Public

Accountant. Proposer must submit an audited annual financial statement (compilation report is not acceptable) for the **Accounting period 2013 or later. Current Assets-Current Liabilities = no less than 25% of the annual operating cost of the program proposal submitted.**

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. YS must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the YS to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

YS reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp> and www.ojj.la.gov. It is the responsibility of the proposer to check the websites for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

YS reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the YS to award a contract. YS reserves the rights to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in YS's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

YS shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Any subcontractor of the prime contractor must abide and follow all rules and regulations of YS as well as any and all state and federal laws pertaining to this relationship. The prime contractor shall be responsible and liable for all subcontractor activities under the contract with YS. Subcontractors providing services directly to youth shall be required to submit regular written progress reports which the contractor shall maintain in individual youth files.

Unless provided for in the contract with YS, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of YS.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of YS. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

YS shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by YS.

3.11 Errors and Omissions in Proposal

YS will not be liable for any errors in proposals. YS reserves the right to make corrections or amendments due to minor errors identified in proposals by YS or the Proposer. YS, at its option, have the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

YS reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

YS reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the YS.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, YS may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before **February 20, 2015 at 2:00 P.M.** Central Standard Time. **FAX or E-mail submissions are not acceptable.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Name: Marvel Adams, RFP Coordinator

Mailing/Physical Address: 7919 Independence Blvd.
State Police Building 1st Floor
Baton Rouge, LA 70806

Phone: 225-287-7900

It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

YS requests that three (3) of copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

- The proposer should identify the evidenced-based model the proposer will utilize to provide the services.
- Pages should be numbered consecutively throughout the proposal.
- The narrative of the proposal should not exceed forty (40) double spaced typewritten pages. The page limit excludes attachments.
- The cover of the proposal should indicate that the proposal is submitted in response to the Request for Proposal for Residential Services.
- The title page should state the name, title, address, email, telephone number, fax number, and Federal Tax ID number of Proposer.
- The proposal should be divided as follows:
 - Title Page
 - A table of contents page should indicate page location for each of the principal section of the proposal and additional detail as appropriate.
 - Technical Proposal
 - Understanding of Scope
 - Prior Experience
 - Qualification of Personnel
 - Corporate Requirements
 - Proposed Site
 - Cost Proposal

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in **Attachment II**.

5 PROPOSAL INFORMATION

5.1 Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name and telephone number, and the stipulation that the proposal is valid for a time of ninety (90) calendar days after proposal submittal. This section should also include a summary of the Proposer's qualifications and ability to meet YS's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in **Attachment III**, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

The Proposer should give a brief description of its company including a brief history, corporate structure and organization, number of years in business, and must supply financial information as required in Section 3.1. The proposer should list the names and contact information of Board of Directors if governed by a board. The proposer should include a letter of Tax Exempt Status, if applicable.

The proposer must provide copies of all required licenses and certifications prior to full execution of the contract (if chosen as contractor) and should include them in the proposal if they have already been obtained.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities including names and telephone numbers of those references. The references provided should be able to verify to YS the type of services as well as to the satisfactory performance of those services.

If subcontractors will be used, the Proposer should clearly identify any subcontractor arrangements. The Proposer should provide the same information regarding the subcontractor's company as is requested for the Proposer's company.

5.2.1 Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized

- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should be in the form of a resume containing education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

If subcontractor personnel will be used, the Proposer should clearly identify these persons and provide the same information requested for the Proposer's personnel.

The proposer should fully describe all aspects of the proposed services and demonstrate how they will specifically address the needs of the youth to be served, the ability to achieve all specified outcomes in Attachment I, and how these services will supplement existing programs in the community and contribute to the development of the local continuum of care. The proposer's plan should address how the overall staffing patterns are conducive to the achievement of all goals and objectives, and should address hiring practices that will be used to replace employees who leave their employment.

Also, the proposer should include the following information:

- Describe staffing patterns, including administrative and programmatic, and outline how the proposer will determine the sufficiency of staffing ratios, given the fluctuations in youth population in the program.
- Describe staff orientation and in-service training for proposed program
- Organizational chart
- Resume or Position Description for Program Director
- Job Descriptions

5.4 Location/Site

The proposer should identify the location(s) of the physical facility(ies), giving the physical address, and include site and floor plans. Photographs of the facility(ies) may be provided. Square footage of the facility should be provided, along with the number of youth the facility can house. The proposer should describe all amenities of the facility and surroundings, including security measures taken to safely house the youth.

The proposer should provide either proof of ownership of the premises or submit proof of right to occupancy in the form of a lease or similar document. The proposer should also disclose any known zoning issues that may have a negative effect on the proposed type of occupancy.

5.5 Approach and Methodology

The proposer should fully describe all aspects of the proposed services and demonstrate how they will specifically address the needs of the youth to be served, the ability to achieve all specified outcomes in Attachment I, and how these services will supplement existing programs in the community and contribute to the development of the local continuum of care. The proposer's plan should address how the overall staffing patterns are conducive to the achievement of all goals and objectives and should address hiring practices that will be used to replace employees who leave their employment.

5.6 Technical Requirements

The following information should be included in the proposal and explain the manner in which the proposer intends to provide the services listed above:

- a) Describe and demonstrate your ability to operate residential treatment programs for youthful offenders based upon evidence-based standards of practice for correctional treatment, and identify the applicable standards in the response.
- b) Identify the evidence-based research that supports the services to be provided to the target population at all of the levels required in this RFP.
- c) Describe the evidence-based curriculum which will be used in the delivery of the core cognitive-behavioral, social learning, offense specific services. Provide a copy of the manuals and curricula. (Curricula may include: Thinking for a Change *T4C*, Moral Resonation Therapy *MRT*, Anger Replacement Training *ART*, Reasoning and Rehabilitation *R&R*).
- d) List and describe the direct services to be provided at each level of care. Provide copies of weekly program schedules and curriculum materials.
- e) Demonstrate and describe where and how core services will be provided including: at least five (5) hours of group per week to moderate risk youth or at least 8 hours of group per week to high risk youth; mandatory education and special education services; medical and mental health

services and substance abuse treatment services at levels appropriate to each youth's identified need.

f) Describe the process, sequence and frequency of service delivery, pre-admission through reintegration planning; list the support services to be provided by entities outside of the proposing entity, the sources of those services and describe any cooperative agreements that assure their delivery.

g) Describe and demonstrate the use of strategies for treatment that can be reasonably and safely transferred to services provided at the lower levels of care and in community-based settings and that have been demonstrated to be research based or accepted as good practice within the juvenile justice field.

h) Provide a weekly schedule of all services/activities provided and identify minimum acceptable staffing requirements for each activity by number of staff and professional qualification or job title.

i) Identify the staff position(s) (job titles and minimum qualifications) responsible for the provision of service in each core program area.

j) Provide a weekly schedule for each of the professional level staff positions, including but not limited to specific plans for group facilitator coverage and education.

k) Specifically discuss the integration of case management, clinical, education, medical and the supervision elements of the proposed program. Describe how critical information from each of these areas will be shared internally and with the larger treatment team.

l) List types of recreational and leisure activities available and specifically describe plans for providing supervision of youth during these activities.

m) Describe vocational education, and/or employment services that may be a part of the program and specifically describe plans for supervision of youth during these activities.

n) Describe in detail the mental health components of the program specifically addressing the requirements identified in this RFP and in the Office of Juvenile Justice's Standard Operating Procedures for contract providers.

o) Fully describe plans for the use of subcontracts, cooperative agreements, or community resources in service delivery. Include the name(s) of the entities providing support services as well as a copy of letters of commitment from them, if possible. Successful proposers must ensure that subcontractors meet all terms of the contract and administrative rules. Fully describe how the contractor will monitor policies and practices of any subcontractors to assure their compliance with the terms of the contract. Also, the contractor must be willing to use the same evaluation tools used by the department to evaluate any subcontractor's programs for minimum standards, contract compliance and program effectiveness. Finally, the department must approve all subcontracts associated with the successful proposal.

p) List types of religious services available and provide a copy of a policy clearly making religious participation voluntary for each juvenile.

q) Describe any access that residents will have to the community and document

with the OJJ Standard Operating Procedure for home/community passes and other community outings.

- r) Describe how youth will be monitored by the program while on community/home pass
- s) Describe the process and requirements for youth as they progress through services for moderate and high risk youth. Document that reintegration services will be available for youth through referral and coordination with other programs.
- t) The proposal should contain a detailed, written plan for ongoing internal quality assurance and performance evaluation. The quality assurance plan should include regular use of client satisfaction or other surveys of youth, their families, the community and victims if they have voluntarily agreed to participate. Surveys of staff concerning the safe and effective operation of the program should also be a part of the quality improvement effort. The proposer should describe the method of internal quality assurance and program evaluation; should document and describe specifically how this would be accomplished, including describing how the information for the quarterly report will be compiled; should identify specific performance measures to be adopted by the program and describe how they will be measured regularly (identify specific measurement tools; and should describe how and how often the survey data that is compiled will be used by the program.
- u) Proposer should demonstrate their understanding of the needs of youth in residential care for comprehensive health, mental health, and dental care services and indicate how they believe they can best assist the state in accomplishing its goal to develop an action plan matrix demonstrating the steps required to achieve the selection of qualified vendors.
- v) Describe the method of internal quality assurance and program evaluation.
- w) Document and describe specifically how this would be accomplished, including describing how the information for the quarterly report will be compiled.
- x) Identify specific performance measures to be adopted by the program and describe how they will be measured regularly (identify specific measurement tools
- y) Describe how and how often the survey data that is compiled will be used by the program.

5.7 Cost Information

Proposers shall provide a per diem rate for each youth proposed to be served. No other costs will be considered as responsive to this RFP. This per diem rate shall be inclusive of all reimbursable expenses. **Proposers should utilize Attachment VI to provide the number of slots proposed as well as the per diem rate proposed.**

Proposers shall also provide a Program Budget for the three year term of the contract indicating how expenses are allocated. Proposers should utilize Attachment VII to provide this information, with as much detail as possible, keeping in mind that this budget will be evaluated and points assigned during the evaluation of cost.

6 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the YS, which will determine the proposal(s) most advantageous to the YS, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

6.3 Clarification of Proposals

YS reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions May be Required

Not applicable to this solicitation

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

Note: Participation of Veteran Initiative and Hudson Initiative small entrepreneurship will be scored as part of the technical evaluation.)

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
<p>1. Approach and Methodology/Technical Requirements</p> <ul style="list-style-type: none"> • The Proposer demonstrated knowledge and understanding of the scope of work. • The Proposer demonstrates the knowledge of all services to be performed. • Technical Proposal/Plan for Project Execution • The program approach is described adequately and specifically addresses the needs of the population to be served • Overall staffing patterns are conducive to achievement of specific goals, objectives and deliverables. • The program demonstrates an ability to achieve all specified outcomes for each scope of service • Proposal includes an internal performance monitoring and program evaluation system to track the specified outcomes in each scope of services. • The proposal should demonstrate how it will supplement existing programs in the community and contribute to the development of the local continuum of care. 	30
<p>2. Corporate Background and Experience*</p> <ul style="list-style-type: none"> • The proposer demonstrates experience in working on projects similar in size, scope and function; clients' references demonstrate satisfactory performance • The proposer has access to essential support services (administrative, fiscal, 	15

staff development). <ul style="list-style-type: none"> • The proposer describes staff orientation programs and in-service training for proposed programs • The organizational chart demonstrates appropriate management, supervisory, and staff positions 	
3. Proposed Project Staff <ul style="list-style-type: none"> • Proposal includes sufficient number of staff to deliver the proposed services. • Qualifications of staff are adequately described and are appropriate • Job descriptions for all staff are included and clearly outline the responsibilities. 	15
4. Hudson/Veteran Small Entrepreneurship Program <ul style="list-style-type: none"> • Proposers who are Certified SE(Hudson Initiative Program) or who have made a good faith effort to use one or more SE's as contractors. 	10
5. Cost <ul style="list-style-type: none"> • Per diem rate (25 points) • Budget (up to 5 points) 	30
6. LOCATION/SITE <ul style="list-style-type: none"> • The proposal identifies the location of the physical facility and includes site and floor plans • The proposed site is appropriate and well suited to the program being offered. • Square footage is adequate to the program needs of the youth served. • The site indicates that the proposer will be able to start the program within 30 calendar days of notice or receipt of signed contract, whichever is later. 	5
TOTAL SCORE	105

6.5.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurs to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

6.5.2 Cost Evaluation

YS will review the reasonableness of the budget information provided to support the per diem rate. A score between zero (0) and (5) will be assigned for reasonableness of the supporting budget information.

The proposer with the lowest per diem rate shall receive 25 points. Other Proposers shall receive cost points based upon the following formula:

$$BCS = (LPC/PC \times 25)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed per diem of all Proposers
 PC = Per diem of proposer being evaluated

6.6 Announcement of Contractor

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

YS will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a **Certificate of Authority** pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

All contractors and their employees providing services to youth in the custody of Youth Services must possess all requisite licenses and/or certifications required by statute or by the Department of Children and Family Services licensing regulation and YS Standard Operating Procedures. Providers shall adhere to the American Correctional Association (ACA) accreditation standards and the Prison Rape Elimination

Act (PREA) standards. Costs associated with accreditation/reaccreditation and compliance, which includes audits, shall be the responsibility of the contractor.

Contractors must provide an adequate number of qualified staff to meet the needs of the youth and comply with the applicable licensing standards and YS Standard Operating Procedures.

The Contractor shall permit staff to participate in professional development trainings offered by YS or its contractors when required, without gaps in service delivery.

SPECIAL/MANDATORY REQUIREMENTS

The contractor shall abide by all relevant and applicable laws and by Standard Operating Procedures (as they now exist or as they may be amended). If a contractor provides sufficient justification that an amended regulation or procedure results in a substantial change in the contract, causes a substantial increase in the workload or results in significant monetary impact, there will be an opportunity to appeal to the Deputy Secretary as provided in the Standard Provisions Section of the contract. Copies of all applicable Standard Operating Procedures will be provided to the Contractor.

The contractors will be expected to begin provision of services by or within 30 calendar days of receipt of signed contract.

American Correctional Association (ACA)

If American Correctional Association (ACA) accreditation for Youth Community Residential Facilities has not already been obtained prior to the signing of the contract, the contractor agrees to enter into candidate status and earn such accreditation within twelve (12) months after signing of the contract. Failure to achieve accreditation may result in the cancellation of the contract. Upon achieving ACA accreditation, the contractor must continue to conform to the ACA Standards for the term of the contract. The ACA contact phone number is 1-800-ACA-JOIN, and website address is www.aca.org.

Prison Rape Elimination Act (PREA)

The contractor shall abide by all PREA standards for Juveniles. These standards may be viewed at <http://www.prearesourcecenter.org/sites/default/files/library/preafinalstandardstype-juveniles.pdf>. Contractor shall maintain PREA compliance at all times, including submitting to a PREA audit every three years. Contractor will work with the Office of Juvenile Justice PREA Coordinator in scheduling audits in accordance with the agency audit cycle established by OJJ. Failure to pass the PREA audit after the corrective action period will result in the cancellation of the contract.

LAMOD

The Office of Juvenile Justice has implemented and made operational the LAMOD Program in our secure care facilities throughout the state. As our agency continues to move forward with our Strategic Plan, we will initiate the LAMOD Program in our residential facilities.

This comprehensive program provides a therapeutic environment that focuses on youth and staff interacting in small groups, involving family, and fostering positive peer culture. LAMOD prepares our youth for re-entry into the community as productive citizens.

7.2 Billing and Payment

Payment for services will be on a per diem basis. This rate shall be inclusive of all reimbursable expenses.

Contractor shall submit invoices to YS by the 10th of each month for actual units provided during the preceding calendar month. All invoices must be submitted on YS format and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit an invoice within thirty (30) calendar days following the end of any month, YS may not be responsible for payment thereof under this contract or in quantum meruit.

If there are no discrepancies, YS will make every reasonable effort to issue payment within fifteen (15) calendar days after approval of the invoice by the YS Undersecretary or his/her designee. Payment will be based on actual units of service provided. YS shall pay the full per-diem rate for the day of admission, but no per diem will be paid for the day of discharge. YS is not responsible for the cost of services that are not included in the per diem unless prior written authorization has been obtained from YS.

YS bears no obligation to reimburse the Contractor for either slots in excess of the number of treatment slots stated in the Statement of Work unless specific written authorization for placement is granted by the Contract Performance Coordinator.

Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) business days beyond the last payable day of the month in which the alleged billing discrepancy occurred or ten (10) business days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under this contract or previous contracts from amounts due to the Contractor. YS reserves the right to reduce the contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will not be made unless contractor provides services in a timely manner to the reasonable satisfaction of YS.

YS may impose sanctions upon any provider who fails to adhere to any provision of the contract or Standard Operating Procedures, either intentionally or through gross negligence. Monetary sanctions shall not exceed three percent of the gross monthly billing. One sanction may be levied for each individual violation. These sanctions shall be issued by the Agency Undersecretary, or designee.

These graduated sanctions are intended to create a positive change of compliance and not intended to cause any negative or detrimental effect on the services available to youth.

Graduated sanctions shall include:

1. Monetary sanctions (up to a 3% reduction of monthly payment)
2. 15 % reduction in the number of program slots
3. Moratorium on referrals
4. Termination of contract

7.3 Confidentiality

Contractor shall abide by the Confidentiality Requirements listed in the Sample Contract and in Section 3.12 of YS Standards Operating Procedures. All financial, statistical, personal, technical and other data and information relating to the YS's operation which are made available to the contractor in order to carry out this contract shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to YS. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are

deemed by the YS to be adequate for the protection of the YS's confidential information, such methods and procedures may be used, with the written consent of the YS, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

All data that proposer will come into contact with or possession of as a result of these programs is strictly confidential and may only be disclosed to third parties if YS consents in writing or if formal, legal process (i.e. subpoena, court order) requires such disclosure.

Contractor shall adhere to confidentiality requirements as provided in La. Ch. C. Art. 412 and LSA-R.S. 15:574.12 to prevent the unauthorized use or disclosure of any information obtained as a result of work pursuant to this contract. Such confidentiality protections apply regardless of the form in which the information exists.

Contractor further acknowledges that such confidential information shall remain the property of YS and Contractor shall, upon demand by YS, turn over any and all files and information pertaining to youth served in this program.

7.4 Access to Facility

YS staff shall have access to youth on or off the Contractor's premises at any time. YS officials or their designees shall be allowed to access and inspect the Contractor's premises at any time. Access and inspection includes, but is not limited to, youth, staff, the entire facility, and all books and records related to the operation of the facility.

7.5 Licenses, Certificates, Inspections

Contractor shall comply with all applicable sanitary, health and fire codes, laws and regulations, and standards required for care of youth and shall demonstrate such compliance by submitting annual licenses, certificates and inspection reports to Contract Monitor no later than thirty (30) days after renewal. Loss of license will result in penalties equal to the per diem for each day the license is revoked or suspended, or may result in immediate termination of the contract and/or removal of youth from the program. YS may remove youth from the program. YS has available to it all rights and remedies afforded under Louisiana law for breach of contract if the Contractor is unable to provide the required services due to failure to obtain required certificates or inspections.

7.6 Staff Vacancies

All staff vacancies shall be filled as soon as possible but no later than thirty (30) calendar days after the vacancy occurs. Vacancies exceeding the time as established by this clause shall subject the Contractor to penalties in an amount equal to the salaries of the vacant positions for the number of vacant days. Vacancies of professional staff shall not be considered filled unless the incumbent possesses all requisite qualifications as stated in this contract and in YS policy.

7.7. Insurance Requirements

Contractor shall continuously maintain and pay for such insurance as will protect the Contractor and YS as an additional insured for all claims, including death and claims based on violations of civil rights arising from the services performed under the contract; all claims arising from the services performed under the contract by the Contractor; and actions by a third party against Contractor as a result of the contract.

The following are minimum requirements and YS reserves the right to set higher limits or require additional coverage:

1. **General Liability Coverage:** Contractor shall maintain Comprehensive General Liability (ISO Form GL 0002) and Broad Form Comprehensive General Liability (ISO Form GL 0404) or Commercial General Liability (ISO Form CG 0001) insurance for the entire term of the contract. This coverage shall be at least in the amount of \$1,000,000 combined single limit per occurrence and \$1,000,000 in aggregate.

The "occurrence form" indicated above is preferred, however YS agrees to accept Commercial General Liability Coverage (ISO Form CG 0002), "Claims Made" coverage when the Contractor agrees to purchase a Supplemental Extended Reporting Period endorsement, with no time limit, upon either: a) termination of the contract by either party or b) termination of the current insurance policy. Contractor further agrees that YS will hold the monthly payment due if the policy is terminated or hold the final payment in the event the contract is cancelled until proof of coverage by a "tail" policy is received.

2. **Automobile Liability Coverage:** Automobile liability insurance coverage (ISO Form CA 0001) of at least \$1,000,000 combined single limit per occurrence shall be maintained. A coverage symbol 1 "any auto" or the combination of all three symbols 7 "scheduled autos", 8 "hired autos" and 9 "non-owned" autos is required if the Contractor owns or leases a vehicle for operation under the contract. If the Contractor does not own or lease any vehicles in conjunction with the performance of the contract, the auto liability at the stated limit with coverage symbols 8 and 9 will be acceptable.
3. **Worker's Compensation and Employer's Liability:** For all Contractors employing one or more individuals, Contractor will provide Worker's Compensation and Employers Liability coverage. Either of the following means of coverage will be acceptable: a) Insurance policy purchased through an acceptable insurance company as indicated below; b) reserve fund for self-insurance with a certificate of self-insurance issued by the Department of Employment and Training, Office of Worker's Compensation.

Contractor shall furnish YS with certificates of insurance documenting coverage required by this clause. The certificates for each insurance policy are to be signed by persons authorized by insurer to bind coverage as outlined on industry standard ACORD forms.

Contractor shall forward these certificates to YS for review and approval within thirty (30) days of each policy renewal. YS reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor agrees that coverage specified herein shall not be suspended, voided, cancelled or reduced in coverage or in limits. If such occurs, written notice by certified mail to YS will be provided immediately and alternate coverage specified.

Contractor's insurance coverage shall be with companies either admitted (licensed) or approved (surplus) to do business in the State in accordance with Louisiana Department of Insurance requirements.

7.8. Additional Program Requirements

In the event that the Contractor has knowledge of or cause to suspect abuse or neglect of a youth under YS custody, the Contractor shall provide written notification to YS, the Department of Children and Family Services, and the local law enforcement agency, in addition to complying with the Child Abuse Reporting and Investigation requirements of Children's Code Articles 609 *et seq.*

Contractor shall comply with all applicable provisions of the Louisiana Children's Code.

ATTACHMENT I: SCOPE OF SERVICES

RESIDENTIAL SERVICES FOR THE FOLLOWING REGIONS

Monroe Region which includes the following parishes:
Caldwell, Lincoln, Morehouse, Ouachita or Union Parishes

1 Overview

Contractor shall provide a residential, community based, structured behavioral treatment program which serves youth who have been adjudicated delinquent or in need of services in the Monroe Region. Contractor will provide residential services for males primarily between the ages of 12 and 18 years, who are placed in the custody of the Youth Services. Regional YS Offices throughout the state may submit referrals; however, emphasis is placed on keeping youth in their region of origin to allow for increased family participation in planning and service delivery. In order to promote a therapeutic milieu, YS encourages providers to limit the number of youth in each facility or unit of the facility.

1) Program Name:	2) Type of Program:
3) Physical Address:	4) Mailing Address:
5) Telephone Number:	6) Fax Number:

The approximate number of treatment slots/units of service is **36 males**.

2 Tasks and Services

Youth who are referred to residential programs by Youth Services typically present with a wide range of difficult emotional and behavioral challenges; therefore, programs must possess the expertise and willingness to work with these youth. Contractor shall obtain dental, health and mental care for youth in their care when needed. The contractor shall obtain and maintain the appropriate license(s) for the chosen residential model. See Department of Children and Family Services, Bureau of Licensing website for further information: www.dss.louisiana.gov.

Treatment interventions shall address moderate to severe behavioral/emotional problems, runaway behavior, sexual offenses, physical aggressiveness and low intellectual functioning.

Youth housed in residential facilities require comprehensive health, mental health, and dental care services. Contractors shall provide YS with guidance and assistance in developing an action plan matrix to achieve the selection of qualified vendors for these services. Contractor shall obtain such care for the youth placed in contractor's facility in accordance with the action plan matrix. The program structure shall:

1. Develop and provide ongoing reassessment of an Individual Treatment/Implementation Plan (ITP/IIP)
 - This shall be based upon the initial assessment of criminogenic risk, need and responsively factors, utilizing standardized instruments and involve the full multidisciplinary treatment

- team.
- ITP/IIP development and modification shall be discussed at least monthly during staffing and treatment team meetings based upon each youth's documented progress.
2. Specifically provide services to youth who are at moderate or high risk to reoffend as identified in the assessment. The Contractor's program will work with the reintegration provider/YS to transition youth from residential care to the community.
 3. Provide group treatment utilizing a cognitive-behavioral, social learning model and have the ability to separate treatment groups by risk level. Group size shall not exceed 10 per facilitator.
 4. Develop and implement procedures to serve young and less mature youth separately from those who are older or more mature or sophisticated, including the modification of curricula as necessary
 5. Adjust programming and curricula as necessary to meet the needs of youth who present other specialized needs such a learning disabilities and emotional disturbance and do so.
 6. Include specific written provisions for dealing with short-term behavioral crises within the proposed program and implement said provisions.
 7. Include specific steps to involve parents or guardians throughout the treatment process and do so.
 8. Include processes for planning and coordinating the development of reintegration services, as determined by the treatment team, with the reintegration provider/YS and do so.
 9. Allow for the acceptance of youth from other state and contract operated programs for residential treatment services.
 10. Demonstrate its ability to measure outcomes related to each of the core program components on a regular basis and do so.
 11. Comply with the Standard Operating Procedures for contract providers as established, and revised, by YS.
 12. At all times provide and maintain professional level staff that meets all requirements of Louisiana state law, rule and licensing standards regarding required education, training, experience and licensure or certification.

Youth will receive the following direct services:

SERVICE PROVIDED	STAFF POSITION PROVIDING SERVICE	FREQUENCY
Youth Orientation	Staff	Within 24 hours of arrival
Incentive-Based Positive Behavior Management Program	Staff	Daily
Development of Individualized Intervention Plan (IIP)/individualized treatment plan (ITP)	Multidisciplinary Team (minimum of Mental Health Professional, Probation, provider staff, family, child)	Within 14 calendar days of admission
Review & Modification of ITP/IIP	Staff	Monthly review; revision as needed
IITP/IIP update/Multidisciplinary Team Meetings	Multidisciplinary Team (minimum of Mental Health Professional, Probation, provider staff, family, child)	Minimum every 90 calendar days

Reintegration Plan/Update	Multidisciplinary Team (minimum of Mental Health Professional, Probation, provider staff, family, child)	Tentative plan within 14 calendar days of entry; Monthly review; revision as needed minimum every 90 calendar days
Individual Counseling	Master's level Mental Health Professional; supervised by a licensed Mental Health Professional	As determined by ITP
Cognitive Behavioral Curriculum-Based Group Counseling including at least 3 hours of <i>Thinking for a Change</i> per week	Trained and qualified staff supervised by a licensed Mental Health Professional	Moderate Risk: 5 hours weekly (3 of which focus on skill development in support of ITP goals) High Risk : 8 hours/week (5 of which focus on skill development in support of ITP goals)
Educational groups- i.e. self-esteem, moral development, parenting, gender-specific issues, life skills, substance abuse education, etc.	Trained and qualified staff supervised by a licensed Mental Health Professional	As determined by ITP
Independent Living Skills	Trained and qualified staff	As dictated by Ansell-Casey Life skills Assessment Instrument protocol for youth within 6 months of their 16 th birthday or older.
Family Counseling	Master's level Mental Health Professional; supervised by a licensed Mental Health Professional	As determined by ITP
Curriculum-based Family Skill Training <i>i.e.: Strengthening Families, or Parenting Wisely</i>	Trained and qualified staff supervised by a licensed Mental Health Professional	Monthly
Substance Abuse Treatment	Trained and qualified staff supervised by a licensed Mental Health Professional or Parish Addictive Disorders Clinic	As determined by ITP

Drug Screen	Trained and qualified staff	Immediately after each home pass and as needed
Community-based accredited general education/special education services	In accordance with the plan required by Section 5.5	Daily for youth identified in IIP
Social activity (i.e., movie, outing, etc.)	Staff	As defined in Behavior Management System
Structured Recreation	Staff supervised by Recreational Specialist	Minimum 1 hour daily
Meals approved by physician, nutritionist or registered dietician	Staff	Breakfast, Lunch and Dinner daily (at least two of which must be a hot meal)
Personal Enrichment	Staff	Minimum weekly
Community Service/Restorative justice projects (may be on or off site)	Staff	Minimum 1 time monthly
Transportation	Staff	As needed
Home Passes	Staff and YS	Per OJJ Standard Operating Procedure
Medical/Medication Management	Physician, Nurse, Nurse Practitioner	As needed
Psychiatric Consultation	Psychiatrist/Psychologist	As needed
Additional Program Requirements:		
Professional Development Training	Staff, YS	When offered
Satisfaction Surveys	Youth, families, staff	Upon program completion or at least annually
Monthly Provider Status Report	Provider Staff	Monthly

Quarterly Progress Report	Youth, Multidisciplinary Team	Quarterly
Annual Written Report	Program Director	Annually

Services listed above shall not be changed without amendment. Unauthorized deviations from this plan will constitute a breach of contract.

Contractor shall maintain staffing levels, facility and equipment to deliver the services agreed upon on a continuous basis throughout the contract period to meet the needs of youth.

EVALUATION OF PERFORMANCE

Contractor must maintain a detailed, written plan for ongoing internal quality assurance and performance evaluation. The quality assurance plan must include regular use of client satisfaction or other surveys of youth, their families, the community and victims if they have voluntarily agreed to participate. Surveys of staff concerning the safe and effective operation of the program shall also be a part of the quality improvement effort.

OJJ may require more frequent reporting, for a minimum of three months, following initial start-up of a new program. In situations where the department has determined that the safety, security, or order of a program is at risk, more frequent, detailed reporting may be required as well.

Contractors with Youth Services shall submit an annual written report, which shall be due within thirty (30) calendar days after the end of each contract year or fiscal year, whichever is shorter. The annual report shall reflect the efficiency and effectiveness of services and the outcome of the services for youth served during the program. The performance areas to be addressed in the annual report shall include, but not be limited to, the outcomes listed below.

The written plan for ongoing quality assurance and performance evaluation must include a method for providing YS Continuous Quality Improvement Services unit with a monthly report which includes the items specified in the OJJ Standard Operating Procedure for Contract Providers.

Performance Measures

Contractor shall track information for the performance measures listed below. The following information shall be reported monthly in accordance with the OJJ Standard Operating Procedure.

1. Number and percent of youth who successfully complete the program.
2. Number and percent of families, YS staff and counselor/social workers who participate in developing the Individualized Intervention/Treatment Plan as evidenced by signature of participants.
3. Number and percent of youth who have family participation in working toward Individualized Intervention/Treatment Plan goals.
4. Number and percent of youth who demonstrate progress toward goals set forth in the Individualized Intervention/Treatment Plan as evidenced by the quarterly progress report.
5. Number and percent of the youth who demonstrate improvement in domain scores of the Casey Life Skills Independent Living program as evidenced by an increase from pre-test to post-test scores on the Ansell-Casey Life Skills Assessment Instrument (Available free at www.caseylifeskills.com).

6. Number and percent of youth and families who report benefiting from the program as evidenced by post release/annual satisfaction surveys.
7. Number and percent of families who demonstrate improved parenting skills through participation in family skills training.
8. Number and percent of youth who demonstrate improvement in risk level of the SAVRY reassessment.
9. Number and percent of Staff who participate in professional development trainings.
10. Number and percent of youth enrolled in the HiSET programs who obtain their HiSET.
11. Number and percent of youth who run away from program (if applicable). (Refer to Standard Operating Procedure for definition.)
12. Number and percent of youth who demonstrate an increased skill/grade level as evidenced by pre/post testing.
13. Number and percent of validated abuse/neglect reports.
14. Number and percentage of youth removed prior to completion at the request of the program.

Outcome Measures

The contractor shall track information for the outcome measures listed below. The following information shall be reported monthly in accordance with the OJJ Standard Operating Procedures:

1. Number and percent of youth who demonstrate increased knowledge of pro-social behaviors/attitudes as evidenced by pre and post testing utilizing the TCU – Criminal Thinking Scales (free online at <http://ibr.tcu.edu/forms/criminal-thinking-scales-cts/>).
2. Number and percent of youth who did not receive a new adjudication while enrolled the program.
3. Number and percent of youth served who do not reenter the Juvenile Justice System for 6, 12 and 18 months after completion of program (tracked by YS).
4. Number and percent of youth who received a negative drug screen at 3 and 6 months of being enrolled in the program.
5. Number and percent of youth who entered the custody of YS while enrolled in the program. (tracked by YS)
6. Number and percent of youth who transferred to a more restrictive setting prior to program completion (tracked by YS).
7. Number and percent of youth transferred to a similar setting prior to program completion (tracked by YS).
8. Number and percentage of positive discharges. (Tracked by YS)

Should Youth Services develop the capacity to collect this data electronically; the contractor will be required to participate in this process.

LOCATION AND PHYSICAL REQUIREMENTS:

The physical location(s) of the Residential program must be within the State of Louisiana. For additional information, the Contractor shall refer to DCFS license requirements applicable to residential service delivery.

ATTACHMENT II CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT: YS requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *90* calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III SAMPLE CONTRACT
SOCIAL SERVICES CONTRACT

CONTRACT BETWEEN
LOUISIANA DPS&C/YOUTH SERVICES (YS)
AND

Contractor Name:	Contractor Address:	Federal Tax ID Number:
Beginning Date:	Ending Date:	Maximum Contract Amount:

Contract #: _____

THIS CONTRACT is made and entered into by and between **the State of Louisiana, Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (hereinafter referred to as YS or the State)** and _____, hereinafter referred to as "Contractor".

This contract, together with the Request for Proposal (RFP) and addenda issued thereto by YS, the proposal submitted by the Contractor in response to YS' RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter. In the event of any inconsistent or incompatible provisions, this contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

Regional YS Offices throughout the state may submit referrals; however, emphasis is placed on providing services to the youth in their own region to allow for increased family participation in planning and service delivery. In order to promote a therapeutic milieu, YS encourages providers to limit the number of youth in each facility or unit of the facility.

The contractor is responsible for obtaining and maintaining the appropriate license for the chosen residential model. See Department of Children and Family Services, Bureau of Licensing website for further information www.dss.louisiana.gov

This contract contains or has attached hereto all the terms and conditions agreed upon by the contracting parties. In consideration of the mutual promises contained herein, the parties hereto agree and bind themselves and their successors as follows:

SECTION I. SCOPE OF SERVICES:

Contractor shall provide a residential treatment program for community-based structured behavioral treatment for youth who have been adjudicated delinquent or in need of services who are between the ages of 12 to 18 years and who have been placed in the custody of the Youth Services. The Contractor shall be allocated up to _____ slots in the program.

YS expect programs to accept all appropriately referred youth. Contractor shall provide treatment interventions sufficient to address moderate to severe behavioral/emotional problems, runaway behavior, sexual offenses, physical aggressiveness and low intellectual functioning.

Staffing and frequency of services shall be determined by written agreement between contractor and YS.

Youth will receive the following direct services:

SERVICE PROVIDED	STAFF POSITION PROVIDING SERVICE	FREQUENCY
Youth Orientation	Staff	Within 24 hours of arrival
Incentive-Based Positive Behavior Management Program	Staff	Daily
Development of Individualized Intervention Plan (IIP)/individualized treatment plan (ITP)	Multidisciplinary Team (minimum of Mental Health Professional, Probation, provider staff, family, child)	Within 14 calendar days of admission
Review & Modification of ITP/IIP	Staff	Monthly review; revision as needed
IITP/IIP update/Multidisciplinary Team Meetings	Multidisciplinary Team (minimum of Mental Health Professional, Probation, provider staff, family, child)	Minimum every 90 calendar days
Reintegration Plan/Update	Multidisciplinary Team (minimum of Mental Health Professional, Probation, provider staff, family, child)	Tentative plan within 14 calendar days of entry; Monthly review; revision as needed minimum every 90 days
Individual Counseling	Master's level Mental Health Professional; supervised by a licensed Mental Health Professional	As determined by ITP
Cognitive Behavioral Curriculum-Based Group Counseling including at least 3 hours of <i>Thinking for a Change</i> per week	Trained and qualified staff supervised by a licensed Mental Health Professional	Moderate Risk: 5 hours weekly (3 of which focus on skill development in support of ITP goals) High Risk : 8 hours/week (5 of which focus on skill development in support of ITP goals)
Educational groups- i.e. self-esteem, moral development, parenting, gender-specific issues, life skills, substance abuse	Trained and qualified staff supervised by a licensed Mental Health Professional	As determined by ITP

education, etc.		
Independent Living Skills	Trained and qualified staff	As dictated by Ansell-Casey Life skills Assessment Instrument protocol for youth within 6 months of their 16 th birthday or older.
Family Counseling	Master's level Mental Health Professional; supervised by a licensed Mental Health Professional	As determined by ITP
Curriculum-based Family Skill Training <i>i.e.: Strengthening Families, or Parenting Wisely</i>	Trained and qualified staff supervised by a licensed Mental Health Professional	Monthly
Substance Abuse Treatment	Trained and qualified staff supervised by a licensed Mental Health Professional or Parish Addictive Disorders Clinic	As determined by ITP
Drug Screen	Trained and qualified staff	Immediately after each home pass and as needed
Community-based accredited general education/special education services	In accordance with the plan required by Section 5.5	Daily for youth identified in IIP
Social activity (i.e., movie, outing, etc.)	Staff	As defined in Behavior Management System
Structured Recreation	Staff supervised by Recreational Specialist	Minimum 1 hour daily
Meals approved by physician, nutritionist or registered dietician	Staff	Breakfast, Lunch and Dinner daily (at least two of which must be a hot meal)
Personal Enrichment	Staff	Minimum weekly
Community Service/Restorative justice projects (may be on or off site)	Staff	Minimum 1 time monthly

Transportation	Staff	As needed
Home Passes	Staff and YS	Per OJJ Standard Operating Procedure
Medical/Medication Management	Physician, Nurse, Nurse Practitioner	As needed
Psychiatric Consultation	Psychiatrist/Psychologist	As needed
Additional Program Requirements:		
Professional Development Training	Staff, YS	When offered
Satisfaction Surveys	Youth, families, staff	Upon program completion or at least annually
Monthly Provider Status Report	Provider Staff	Monthly
Quarterly Progress Report	Youth, Multidisciplinary Team	Quarterly
Annual Written Report	Program Director	Annually

Services listed above cannot be changed without amendment. Unauthorized deviations from this plan will constitute a breach of contract.

SECTION II. MONITORING AND REPORTING

A. Monitoring

The Regional Program Specialist or their designee is the Contract Performance Coordinator for this contract and is responsible for the monitoring and liaison functions, reviewing reports and other indicia of performance. The Regional Program Specialist will be primarily responsible for the day-to-day contact with the contractor.

The contractor is responsible for obtaining and maintaining the appropriate license for the chosen residential model. See Department of Children and Family Services, Bureau of Licensing website for further information www.dss.louisiana.gov.

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in this contract and all other applicable standards in accordance with YS Policies. YS will conduct regular monitoring/site visits, pursuant with the Program Risk Rating of High Risk for residential facilities. High Risk Programs shall be monitored monthly. The assigned contract monitor shall verbally notify the provider of any deficiencies noted in the contract monitoring tool prior to

leaving the program, and follow-up in writing within ten (10) working days of the verbal notification. Notification shall include a deadline to address deficiencies and the date of the follow-up site visit.

If the provider fails to adequately address the noted deficiencies within the allotted timeframe, the assigned contract monitor shall notify the CBS Program Manager, and advise the provider to submit a written plan of action within five (5) working days.

The CBS Program Manager shall report continued non-compliance to the Undersecretary and General Counsel to determine the appropriate sanction, as outlined in the Standard Operating Procedures, YS policy A.4.2., and may include removal of youth and termination of the contract.

B. Reporting

The Program's performance and outcome measures shall be reported to the regional program specialist/contract monitor by the 10th of each month following the date of service in a format provided by OJJ. Additionally, the contractor shall submit a written annual report that reflects the overall performance and outcome measures identified above. The annual report shall be due within thirty (30) calendar days of the end of each fiscal year and/or expiration/termination date, whichever is shorter.

SECTION III. TERMS AND CONDITIONS

The terms of this contract is **April 1, 2015 through March 31, 2018.**

This contract is not effective until approved by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502, if applicable.

It is the responsibility of the contractor to advise YS in advance if contract funds or contract terms may be insufficient to complete contract objectives.

Contractor agrees to abide by all relevant and applicable laws and YS policies (as they now exist or as they may be amended). If Contractor provides sufficient justification that an amended YS policy substantially changes the contract, substantially increases the workload, or significantly impacts contractual monetary provisions, Contractor shall have an opportunity to appeal those YS policy changes to the Deputy Secretary as provided in Section VI. Copies of all applicable YS policies will be made available to the Contractor.

SECTION IV. PAYMENT TERMS:

Payment for services will be on a per diem basis.

The Contractor shall bill YS at the rate of \$_____ per youth per day. This rate is inclusive of all reimbursable expenses.

Contractor shall submit monthly invoices to YS by the 10th of each month for actual units provided during the preceding calendar month. All invoices must be submitted on YS format and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit an invoice within thirty (30) calendar days following the end of any month, YS may not be responsible for payment thereof under this contract or in quantum meruit.

If there are no discrepancies, YS will make every reasonable effort to issue payment for services provided within fifteen (15) calendar days after approval of the invoice by the YS Undersecretary or his/her designee. Payment will be based on actual units of service provided. YS shall pay the full per-diem rate for the day of admission, but no per diem will be paid for the day of discharge. YS is not responsible for the cost of services that are not included in the per diem unless prior written authorization has been obtained from YS.

YS bears no obligation to reimburse the Contractor for either slots in excess of the number of treatment slots stated in the Statement of Work unless specific written authorization for placement is granted by the Contract Performance Coordinator.

Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) business days beyond the last payable day of the month in which the alleged billing discrepancy occurred or ten (10) business days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under this contract or previous contracts from amounts due to the Contractor. YS reserves the right to reduce the contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will not be made unless contractor provides services in a timely manner to the reasonable satisfaction of YS.

SECTION V. SPECIAL PROVISIONS

A. Confidentiality/Records

Contractor shall adhere to confidentiality requirements as provided in La. Ch. C. Art. 412 and LSA-R.S. 15:574.12 to prevent the unauthorized use or disclosure of any information obtained as a result of work pursuant to this contract. Such confidentiality protections apply regardless of the form in which the information exists.

Contractor further acknowledges that such confidential information is the property of YS and Contractor shall, upon demand by YS, turn over any and all files and information pertaining to youth served in this program.

B. American Correctional Association (ACA)

If American Correctional Association (ACA) accreditation for Youth Community Residential Facilities has not already been obtained prior to the signing of the contract, the contractor agrees to enter into candidate status and earn such accreditation within twelve (12) months after signing of the contract. Failure to achieve accreditation may result in the cancellation of the contract. Upon achieving ACA accreditation, the contractor must continue to conform to the ACA Standards for the term of the contract. The ACA contact phone number is 1-800-ACA-JOIN, and website address is www.aca.org.

C. Access to Facility

YS staff shall have access to youth on or off the Contractor's premises at any time. YS officials or their designees shall be allowed to access and inspect the Contractor's premises at any time. Access and inspection includes, but is not limited to, youth, staff, the entire facility, and all books and records related to the operation of the facility.

D. Licenses, Certificates, Inspections

Contractor shall comply with all applicable sanitary, health and fire codes, laws and regulations, and standards required for care of youth and must demonstrate such compliance by submitting annual licenses, certificates and inspection reports to Contract Performance Coordinator no later than thirty (30) calendar days after renewal. Loss of license will result in penalties equal to the per diem for each day the license is revoked or suspended, or may result in immediate termination of the contract and/or removal of youth from the program. YS may remove youth from the program. YS has available to it all rights and remedies afforded under Louisiana law for breach of contract if the Contractor is unable to provide the required services due to failure to obtain required certificates or inspections.

The contractor shall obtain and maintain the appropriate license for the chosen residential model. See Department of Children and Family Services, Bureau of Licensing website for further information www.dss.louisiana.gov

E. Staff Vacancies

Contractor shall fill all staff vacancies as soon as possible but no later than thirty (30) calendar days after the vacancy occurs. Vacancies exceeding the time as established by this clause shall subject the Contractor to penalties in an amount equal to the salaries of the vacant positions for the number of vacant days. Vacancies of professional staff shall not be considered filled unless the incumbent possesses all requisite qualifications as stated in this contract and in YS policy.

F. Insurance Requirements

Contractor shall continuously maintain and pay for such insurance as will protect the Contractor and the State as an additional insured for all claims, including death and claims based on violations of civil rights arising from the services performed under the contract; all claims arising from the services performed under the contract by the Contractor; and actions by a third party against Contractor as a result of the contract.

The following are minimum requirements and YS reserves the right to set higher limits or require additional coverage:

- 1. General Liability Coverage:** Contractor shall maintain Comprehensive General Liability (ISO Form GL 0002) and Broad Form Comprehensive General Liability (ISO Form GL 0404) or Commercial General Liability (ISO Form CG 0001) insurance for the entire term of the contract. This coverage shall be at least in the amount of \$1,000,000 combined single limit per occurrence and \$1,000,000 in aggregate.

The "occurrence form" indicated above is preferred, however YS agrees to accept Commercial General Liability Coverage (ISO Form CG 0002), "Claims Made" coverage when the Contractor agrees to purchase a Supplemental Extended Reporting Period endorsement, with no time limit, upon either: a) termination of the contract by either party or b) termination of the current insurance policy. Contractor further agrees that YS will hold the monthly payment due if the policy is terminated or hold the final payment in the event the contract is cancelled until proof of coverage by a "tail" policy is received.

- 2. Automobile Liability Coverage:** Automobile liability insurance coverage (ISO Form CA 0001) of at least \$1,000,000 combined single limit per occurrence shall be maintained. A coverage symbol 1 "any auto" or the combination of all three symbols 7 "scheduled autos", 8 "hired autos" and 9 "non-owned" autos is required if the Contractor owns or leases a vehicle for operation under the contract. If the Contractor does not own or lease any vehicles in conjunction with the performance of the contract, the auto liability at the stated limit with coverage symbols 8 and 9

will be acceptable.

- 3. Worker's Compensation and Employer's Liability:** For all Contractors employing one or more individuals, Contractor will provide Worker's Compensation and Employers Liability coverage. Either of the following means of coverage will be acceptable: a) Insurance policy purchased through an acceptable insurance company as indicated below; b) reserve fund for self-insurance with a certificate of self-insurance issued by the Department of Employment and Training, Office of Worker's Compensation.

Contractor shall furnish YS with certificates of insurance documenting coverage required by this clause. The certificates for each insurance policy are to be signed by persons authorized by insurer to bind coverage as outlined on industry standard ACORD forms.

Contractor shall forward these certificates to YS for review and approval within thirty (30) calendar days of each policy renewal. YS reserve the right to require complete, certified copies of all required insurance policies, at any time. The Contractor agrees that coverage specified herein shall not be suspended, voided, cancelled or reduced in coverage or in limits. If such occurs, written notice by certified mail to YS will be provided immediately and alternate coverage specified.

Contractor's insurance coverage shall be with companies with A-:VI or higher, and licensed to do business in the State in accordance with Louisiana Department of Insurance requirements.

G. Equipment

If applicable, for the purpose of this contract, equipment purchased with state funds shall mean any item with a useful life of at least one (1) year and an acquisition cost of at least one thousand dollars (\$1,000) or more. It is specifically agreed and understood that funds established under this agreement shall be limited in use to equipment purchased as detailed in the Contractor's approved budget. Upon destruction, theft or obsolescence during the term of the contract, the Contractor shall replace said equipment with new equipment of a quality equal to the original equipment.

Any amendment to the approved budget, that authorizes expenditures for equipment, shall be approved in writing by the Deputy Undersecretary or his/her designee prior to the purchase of such equipment. Equipment or capital assets acquired by Contractor pursuant to this agreement shall be used only for the performance and furtherance of this contract. It is also understood that all equipment, including replacements, shall be considered to be the property of the contractor for the duration of the contract. The equipment shall be claimed by YS upon termination of the contract or use of the equipment in a manner not in conformity with the provisions of this contract. Contractor shall maintain or cause to be maintained in good working order all equipment purchased during the period of its useful life.

Contractor shall maintain an inventory of all equipment purchased that has an acquisition cost of \$1,000 or more and a useful life of one year or more.

Equipment purchased with contract funds may not be conveyed, sold, salvaged or transferred without the express written consent of YS. No equipment acquired with said funds shall be capitalized as a cost on future contracts between YS and contractor.

H. Additional Program Requirements

Contractor shall not consider runaway behavior or assaultive behavior as a sole reason for discharge from the program. It is expected that a Contractor will take a runaway youth back into their facility so that the youth can complete his treatment program.

Contractor shall accept a youth for readmission to his program if the youth was absent from the program for treatment or medical reasons, i.e., obtaining treatment for substance abuse or psychiatric hospitalization, if space is available, or YS has reserved the bed for readmission.

In the event that the Contractor has knowledge of or cause to suspect abuse or neglect of a youth under YS custody, the Contractor shall provide written notification to YS, the Department of Children and Family Services, and the local law enforcement agency, in addition to complying with the Child Abuse Reporting and Investigation requirements of Children's Code Articles 609 *et seq.*

Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards, YS Policies related to PREA and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within YS Facilities/Programs /Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" YS will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and YS Policies may result in termination of the contract.

Contractor is required to comply with all applicable provisions of the Louisiana Children's Code.

SECTION VI. STANDARD PROVISIONS

A. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial Court, Parish of East Baton Rouge, State of Louisiana.

B. CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to notify YS immediately if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

C. AVAILABILITY OF FUNDS

Contractor understands and agrees that this contract is subject to and conditioned upon the availability and appropriation of federal and/or state funds and that no liability or obligation for payment will develop between the parties until this contract has been approved by the Director of the Office of Contractual Review, Division of Administration.

The continuation of this contract is contingent upon the appropriation of funds by the legislature to YS to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract, the contract shall terminate on the date of the beginning of the first fiscal year that funds are not appropriated. If a lawful gubernatorial order is issued in or for any given fiscal year during the term of this contract that reduces the funds appropriated in amounts sufficient to preclude making the payments set out herein, the contract shall terminate on the date said funds are no longer available or the contract may be renegotiated to reflect the reduced funds. YS shall not be liable if either of these incidents or any similar incident having the same effect occurs.

D. ALTERATIONS/AMENDMENTS

Any alteration, variation, modification, waiver of provision or amendment to this contract shall be valid only when reduced to writing, duly signed by both parties and approved by the Director of the Office of Contractual Review.

E. NONASSIGNABILITY

Contractor shall not assign any interest in the contract by assignment, transfer or novation, without the prior written consent of YS. This provision shall not be construed to prohibit the Contractor from assigning to his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to YS.

F. RIGHT TO INSPECT/AUDIT

Contractor agrees that the Legislative Auditor of the State of Louisiana and/or the office of the Governor, Division of Administration auditors, the Inspector General's Office, and /or Youth Services shall have the right to inspect, review, and/or audit all accounts, books, and records which relate to this contract. Contractor is expected to comply with federal and/or state laws requiring an audit of Contractor's operation as a whole or of specific program activities. This option to audit shall remain in effect for three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

If an audit is performed within the contract period for any reason, a copy of the audit report shall be sent to YS within thirty (30) days of the completion of the audit.

Upon the request of YS and at the Contractor's cost, the Contractor shall have ten (10) business days to provide YS with any such information that YS requests for the purpose of determining the validity of the per diem amount or unit cost, either retrospectively or prospectively. YS reserves the right to audit and review any and all of the Contractor's records related to this contract or the performance of the services contracted for herein.

G. RECORD RETENTION

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least four years after completion or termination of this contract.

H. NON-DISCRIMINATION

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

I. NOTIFICATION OF STATE EMPLOYMENT

Should contractor or any of its employees become a classified or unclassified employee of the State of Louisiana during the effective period of this contract, Contractor or its employees must notify the appointing authority of the state agency that has employed him of any existing contract with the State of Louisiana. YS reserves the right to cancel the contract if a conflict of interest or a violation of state law occurs as a result of such employment.

J. FORCE MAJEURE

The Contractor or YS shall be excused from performance under the contract for any period that the Contractor or YS is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or YS has prudently and promptly acted to take any and all corrective steps that are within the Contractor's or YS' control to ensure that the Contractor or YS can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

K. PROHIBITION OF POLITICAL USE OF FUNDS

No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority of any political subdivision. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law under consideration by the legislature or any local governing authority of any political subdivision.

L. INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all state departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property that may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, employees, partners, and subcontractors and any and all costs, expense and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands and/or causes of action arising out of the negligence of YS, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claim, etc.) is groundless, false or fraudulent.

M. PAYMENT OF TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be said Contractor's obligation.

N. SUBCONTRACTS

Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of YS. Any subcontracts approved by YS shall be subject to all conditions of this contract. No provisions of this clause and no such approval by YS of any subcontract shall be deemed in any event or manner to create on the part of YS any obligation of YS beyond those specifically set forth herein. No subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. The contractor will be the single point of contact for all subcontractor work.

O. SANCTIONS

YS may impose sanctions if the contractor fails to adhere to the provision of the contract or Standard Operating Procedure for Non-Secure Providers available on request and online at www.ojj.la.gov either intentionally or through gross negligence. Monetary sanctions shall not exceed three percent of the gross monthly billing. One sanction may be levied for each individual violation. These sanctions shall be issued by the Agency Deputy Secretary, or designee.

These graduated sanctions are intended to create a positive change of compliance and not intended to cause any negative or detrimental effect on the services available to youth.

Graduated sanctions shall include:

1. Monetary sanctions (up to a 3% reduction of monthly payment)
2. 15 % reduction in the number of program slots
3. Moratorium on referrals
4. Termination of contract

P. TERMINATION

YS may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, provided that YS shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then YS may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available under Louisiana law to terminate for cause upon the failure of YS to comply with the terms and conditions of this contract, provided that the Contractor shall give YS written notice specifying YS' failure and a reasonable opportunity for YS to cure the defect.

Either party may terminate this contract for convenience at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent that the services have been provided to the reasonable satisfaction of YS. YS has the right to cancel this contract with less than thirty (30) days' notice due to budgetary reductions or changes in funding priorities of the State as stated herein.

Upon completion or termination of this contract YS reserves the right to request copies of any records, reports or any other materials related to this contract or any portion thereof.

Q. DISPUTE RESOLUTION

Any dispute, except those arising under Section II.(A) above, that is not resolved by agreement between the Contractor and the Contract Performance Coordinator shall be decided by the Undersecretary or his/her designee. The Contractor shall be furnished a copy of the final decision of the Undersecretary or his/her designee.

Within thirty (30) days from the date of mailing of the decision, the Contractor may submit a written Request for Review to the Secretary. The Contractor shall be afforded the opportunity to be heard and present evidence in support of his Request for Review. The final decision of the Secretary or his designee concludes YS' review of the dispute.

The Contractor may pursue resolution of this dispute in accordance with the provisions of LA R.S. 39:1522-1526. Pending a final decision, the Contractor shall diligently continue performance under this contract in accordance with the Secretary's decision.

R. ENTIRE AGREEMENT, ORDER OF PRECEDENCE, & SEVERABILITY

This contract, together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for

Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

In witness thereto, this contract is signed and entered into this __ day of _____, 20__.

Mary L. Livers, MSW, Ph.D.
Deputy Secretary
Youth Services

Witness

Contractor

Witness

**ATTACHMENT IV: SAMPLE BOARD RESOLUTION FOR
CORPORATIONS**

**MEETING OF THE BOARD OF DIRECTORS
OF
(CORPORATION’S NAME)**

A meeting of the Board of Directions of (CORPORATION’S NAME) was held on
(DATE), whereby a resolution was passed authorizing (NAME AND TITLE OF THE
INDIVIDUAL AUTHORIZED TO SIGN ON BEHALF OF THE CORPORATION) by his
Signature, to enter into any and all contractual obligations on behalf of this corporation.

Secretary/Chairman

ATTACHMENT V:

DISCLOSURE OF OWNERSHIP OF ENTITY

The agency requires all proposing parties disclose any and all owners of the proposing party. Disclosure of the actual ownership of the entity is a critical to the agency's assessment of the proposal. The agency needs this information in order to evaluate the proposing party, in an effort to maintain quality control and to remain in compliance with the requirements of the Louisiana Code of Ethics.

There are differing steps depending on the nature of ownership of the proposing party.

For Proposers who are Individuals:

This attachment does not need to be completed if the proposer is an individual.

For Proposers who are Louisiana Corporations (for-profit and not-for-profit)

When the proposing party is a Louisiana corporation, whether for-profit or not-for-profit, the corporation must submit a copy of the Disclosure of Ownership form that has been filed with the Louisiana Secretary of State. The Secretary of State will stamp the Disclosure of Ownership form "received and filed." The proposing party will then submit a copy of this document in its proposal as Attachment VI. The approximate cost is \$20.00.

The document and filing instructions are available at:

<http://www.sos.la.gov/BusinessServices/PublishedDocuments/320DisclosureofOwnershipCorporation.pdf>.

NOTE: If the corporation is a not-for-profit corporation that is organized on a non-stock basis, the organization may elect to submit a Notarized Affidavit consistent with the procedures required of Louisiana Limited Liability Companies, included below.

For Proposers who are Louisiana Limited Liability Companies:

When the proposing party is a Louisiana limited liability company ("LLC"), the proposing party does not have to submit a Disclosure of Ownership Form through the formal procedure required for corporations. However, the agency still requires ownership information for the reasons stated above. Therefore, in order to comply, the proposing party shall submit, as Attachment VI, a Notarized Affidavit from chief officer of the LLC outlining any and all owners of the LLC.

This information does not need to be in a particular form, it simply needs to outline the list of the owners of the LLC, be signed under oath by the lead officer and notarized. A copy of the Affidavit may be submitted.

ATTACHMENT VI:**COST PROPOSAL**

The cost proposal must be signed by the person authorized to bind the proposing organization in order to be considered. **This attachment should be used to provide per diem rates.**

NUMBER OF SLOTS	PER DIEM RATE

I understand that if I am awarded a contract agreement as a result of this proposal, I will be required to provide these services at the above quoted rate for the three year term of the contract. YS reserves the right to renegotiate the per diem if the option to renew is exercised. The renegotiation is at the option of YS. The rate of increase for each year of the renewal shall not exceed the average of the change in the Consumer Price Index during the initial three-year contract.

*Use of ranges for the number of treatment slots are acceptable if the per diem will remain constant.

Proposer's Signature

Date

ATTACHMENT VII: PROGRAM BUDGET (Three years to cover the term of the contract)

DESCRIPTION	TOTAL BUDGET (A)	ADMINISTRATIVE (B)	PROGRAM (C)	YS FUNDING REQUEST (D)	MATCH (E)
SALARIES & FRINGES:					
Personnel Salaries	\$ -				
Fringe Benefits	\$ -				
Total Salaries & Fringes	\$ -	\$ -	\$ -	\$ -	\$ -
PERSONNEL TRAVEL:					
Client Transportation	\$ -				
Field Travel	\$ -				
Administrative	\$ -				
Conferences/Training	\$ -				
Total Personnel Travel	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING SERVICES:					
Printing	\$ -				
Insurance	\$ -				
Maintenance – Auto	\$ -				
Maintenance – Other	\$ -				
Rental – Building	\$ -				
Rental - Other	\$ -				
Dues & Subscriptions	\$ -				
Postage	\$ -				
Telephone	\$ -				
Utilities	\$ -				
Other Operating Services	\$ -				
Total Operating Services	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING SUPPLIES:					
Office Supplies	\$ -				
Medical Supplies	\$ -				
Food	\$ -				
Automotive Supplies	\$ -				
Maintenance Supplies	\$ -				
Household Supplies	\$ -				
Youth/Offender Personal	\$ -				
Other Supplies	\$ -				
Total Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
PROFESSIONAL SERVICES:					
Counseling	\$ -				
Accounting & Auditing	\$ -				
Medical	\$ -				
Consulting	\$ -				
Legal	\$ -				
Other Professional Services	\$ -				
Total Professional	\$ -	\$ -	\$ -	\$ -	\$ -
ACQUISITIONS:					
Equipment	\$ -				
Other	\$ -				
Total Acquisitions	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER EXPENSE					
TOTAL BUDGET	\$ -	\$ -	\$ -	\$ -	\$ -

*** A FULL Explanation should be provided for each category in the Program Budget. Position TITLE and salaries/RELATED BENEFITS SHOULD BE LISTED for each POSITION. Travel should indicate the individuals, purpose and itemized listing of travel costs (i.e., destination, mileage rate, meals, registration, etc). Maintenance and/or rental agreements should individually list the items and period covered. A listing of the acquisitions/equipment should include a description of each item and its acquisition cost. All professional services should list the service provider name and title, description of the services provided and the annual dollar amount of each contract/agreement. Other expenses should list the type, purpose, method of computation, quantity, etc. If interest expenses are included, the financed items, terms and dollar amount should be indicated. Indirect/Joint Cost allocation plans should be submitted.**

ATTACHEMENT VIII:

Proposal Checklist

Requested document checklist: Please include with proposal a copy of the below checklist. Each attachment should be checked off on the checklist and included with proposal, if applicable.

- ☐ **MANDATORY** - Fully completed proposal with original signature of an authorized representative
- ☐ **MANDATORY** - Audited Financial Statement
- ☐ **MANDATORY** - Completed and signed Attachment II. Certification Statement
- ☐ Describe staffing patterns, including administrative and programmatic, and give rationale.
- ☐ Provide information regarding the qualifications and experience of any staff, including copies of job descriptions and resumes/vitae of key personnel.
- ☐ **MANDATORY** – Budget Format
- ☐ **MANDATORY** - Completed and signed Attachment VII. Cost Proposal
- ☐ Resumes or Position Description for Program Director and key personnel
- ☐ Job Descriptions
- ☐ List of References
- ☐ List the names and contact information of Board of Directors.
- ☐ Letter of Tax Exempt Status, if applicable
- ☐ Organizational Chart
- ☐ Board Resolution, if proposer is a corporation
- ☐ Disclosure of Ownership (as applicable)
- ☐ Certificate of Authority to do Business in Louisiana, if applicable

All proposers are encouraged to use this checklist to ensure that all requested documentation is included with the proposal.